

**SERIAL 04020-IGA**

**AD010218**

**CONTRACT PERIOD      BEGINNING FEBRUARY 05, 2004  
ENDING MAY 31, 2004**

**TO:**                      All Departments

**FROM:**                Department of Materials Management

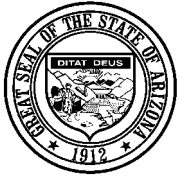
**SUBJECT:**            Contract for **FLOOD WARNING EQUIPMENT,**  
**AZ STATE CONTRACT AD010218**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the **Arizona State Procurement Office Contract AD010218**. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) B0700108.**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



## Contract Summary

CONTRACT NO.: AD010218 - 002

VENDOR: HydroLynx Systems. Inc.

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### State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix, AZ 85007-3223

**CONTRACT NUMBER:** AD010218 - 002

**CONTRACT TITLE:** Flood Warning Equipment

**CONTRACT TYPE:** Statewide Contract

**CONTRACT PERIOD:** June 01, 2001

**THRU:** May 31, 2002

**CONTRACTOR:** HydroLynx Systems. Inc.

**CONTACT NAME :** Kimberly A. Blair

**ADDRESS:** 3325 Sunrise Blvd., Suite 3

Rancho Cordova, CA 95742

**TELEPHONE:** 916 852-9174

**FAX NUMBER:** 916 852-6436

**CONTRACTING AUTHORITY:** State Procurement Office

**CONTACT NAME:** Pete Mahnke

**TELEPHONE:** 602 542-9121

**F.O.B. TERMS:** FOB Delivered

**DELIVERY:** 30-45 Days ARO

**PAYMENT TERMS:** Net Thirty Days



# Uniform Terms and Conditions

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## I. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- B. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. "Contractor" means any person who has a Contract with the State.
- E. "Days" means calendar days unless otherwise specified.
- F. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. "Offer" means bid, proposal or quotation.
- I. "Offeror" means a vendor who responds to any type of Solicitation.
- J. "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. "Solicitation" means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. "Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- N. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

## II. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 1. Special Terms and Conditions;
  - 2. Uniform Terms and Conditions;
  - 3. Statement or Scope of Work;
  - 4. Specifications;
  - 5. Attachments;
  - 6. Exhibits;
  - 7. Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.



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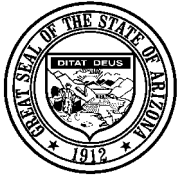
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### III. Contract administration and operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this Contract. The State shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

### IV. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.
- C. Applicable Taxes.
1. Payment of Taxes by the State. The State shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
  2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws



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and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4. IRS W9 Form. In order to receive payment under any resulting Contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.
5. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

## V. Contract changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## VI. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
  1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  2. Force Majeure shall not include the following occurrences:
    - a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
    - b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
    - c) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.



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3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## VII. Warranties

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

1. Of a quality to pass without objection in the trade under the Contract description;
2. Fit for the intended purposes for which the materials are used;
3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
4. Adequately contained, packaged and marked as the Contract may require; and
5. Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

E. Year 2000.

1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

2. Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.



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G. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

H. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## VIII. State's Contractual Remedies

A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.

B. Stop Work Order.

1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## IX. Contract Termination

A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.



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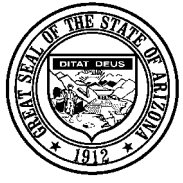
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- C. **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- D. **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. **Termination for Default.**
1. In addition to the rights reserved in the Uniform Terms and Conditions, the State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
  2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
  3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- F. **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- X. **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- XI. **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: Jerry Brink, State Procurement Administrator, State Procurement Office, 15 South 15th Avenue, Suite 103, Phoenix, Arizona, 85007.





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#### Authority to Contract

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official contract amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

#### Insurance

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:

1. Commercial General Liability, with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;

Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona as an Additional Insured with reference to this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;

Employer's Liability (Coverage B): \$500,000.00 each accident;

\$500,000.00 each employee/disease;

\$1,000,000.00 policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.

4. Professional Liability Insurance with minimum limits of \$1,000,000.00 Each Claim (or Each Wrongful Act) with a Retroactive Liability Date (if applicable to Claims-Made coverage) the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work or Specifications of this contract and, at the discretion of the State of Arizona, shall include one of the following types of Professional Liability policies:

Directors and Officers;

Errors and Omissions;

Medical Malpractice;

Druggists Professional;

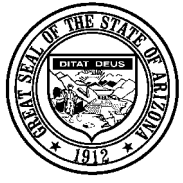
Architects/Engineers Professional;

Lawyers Professional;

Teachers Professional;

Accountants Professional;

Social Workers Professional.



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The State of Arizona shall be named as an Additional Insured as its interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

B. The State of Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

C. Certificates of Insurance acceptable to the State of Arizona shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 50 days prior written notice has been given to the State of Arizona. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

#### Contract Extension (Months)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of twenty-four (24) months.

#### Contract Cancellation (10 day)

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;

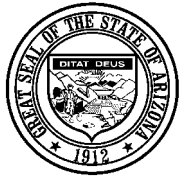
The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenant of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
4. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;



## Special Terms and Conditions

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- A. Deduction from an unpaid balance;
- B. Collection against the bid and/or performance bond; or
- C. Any combination of the above or any other remedies as provided by law.

#### Contract Default

A. The state, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- 1. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
  - 2. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situations within a period of ten (10) days after receipt of notice.
- B. In the event the state terminates this contract in whole or part, the state may procure supplies or services similar to those terminated, and the contractor shall be liable to the state for any excess costs for such similar supplies or services.

#### Eligible Agencies (Statewide)

Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2642.

#### Estimated Quantities (Considerable)

The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

#### Estimated Contract Value

Contract purchases for Flood Warning totaled approximately \$150,000.00 over a twelve (12) month period.

#### Maintenance (Local)

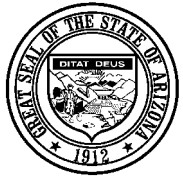
In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the equipment specified. The State Procurement Office may inspect the maintenance facilities to determine adequacy.

#### Ordering Process

Upon award of a contract by the State Procurement Office, any designated agency may procure the specific material and/or service awarded by the issuance of a contract release order to the appropriate contractor. Each contract release order must cite the correct Arizona contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for public bidding have been complied with. A contract release order for the awarded material and/or service that cites the correct Arizona contract number is the only document required for the agency to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

#### Price Adjustment (Annual)



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The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the state.

The contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the State.

#### Product Discontinuance (Categories)

The State may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the state at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
6. As applicable, if a sample is requested, notification will be given whether the sample is acceptable, or is rejected, a reason shall be given.

#### Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

#### Shipping F.O.B. Statewide

Prices shall be F.O.B. Destination to any delivery location in the State of Arizona, delivered to the specified receiving point as required by the customer agency at the time of order. Contractor shall retain title and control of all goods until they are delivered, received and contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

#### Term of Contract (One Year)

The term of the resultant contract shall commence upon the first day of the month following award and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

#### Warranty (12 Months)

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the state. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the state. The written warranty shall be included with the delivered products to the using entity.



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**Usage Report**

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each three month period of the contract term.

	<b>Specifications</b>		<b>State Procurement Office</b>  Capital Center Suite 103  15 South 15th Ave  Phoenix, AZ 85007-3223
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SPEC : FLOOD WARNING EQUIPMENT  
HYDROMETEOROLOGICAL EQUIPMENT SPECIFICATIONS

**ALERT DATA TRANSMITTER:**


1. The transmitter shall be a broad band transmitter which transmits data in ALERT binary format by line of site radio telemetry on an event basis or at least every 12 hours.
2. The telemetry radio transmitter shall be frequency synthesized, shall meet FCC approval and shall not exceed ten (10) watts unless otherwise specified.
3. The transmitter shall have low standby power consumption (less than 250uA), shall be powered by a 12 volt, 12Ampere-Hour sealed gel cell battery, and shall be equipped with a three-pin MS connector for solar panel charging.
4. ID assignments, analog transmit time intervals or incremental change settings, RF warm up time shall be switch selectable using rotary DIP switches or jumpers.
5. There shall be at least four inputs available with a fifth dedicated to reading battery voltage.
6. The transmitter shall have the ability to directly interface with low level type analog sensors such as pressure transducers which offer the choice of constant voltage or constant current excitation.
7. The transmitter shall convert the analog output to a decimal signal between 0 and 2047.
8. The transmitter shall disable if battery voltage drops low enough to cause battery damage.
9. The radio transmitter, supporting electronics, and battery shall be mounted in a single cylindrical weather-proof enclosure with a removable water-resistant lid.

**ALERT DATA REPEATER:**

1. The repeater shall be a store & forward radio telemetry repeater compatible with the broadband ALERT transmitters currently used by the Arizona Department of Water Resources.
2. The repeater shall respond only to selected groups of sensor ID's if necessary.
3. The repeater shall check the data format for validity; invalid data shall not be re-transmitted.
4. The repeater shall be capable of receiving at one frequency and transmitting at another frequency.
5. The repeater shall have a 5 watt output radio with a 20 watt power amplifier.
6. The repeater shall be equipped with a 12 volt, 12 Ampere-Hour, sealed gel cell battery and a three-pin MS connector for solar panel/AC charging.
7. The repeater, supporting electronics, and battery shall be mounted in a single cylindrical weather-proof enclosure with a removable water-resistant lid unless otherwise specified.

**TIPPING BUCKET RAIN GAGE:**

1. The tipping bucket rain gage shall be compatible with the ALERT data transmitter, and as such, shall be supplied with the appropriate MS-type connector and enough cable to allow easy removal from the standpipe housing during routine maintenance.
2. The tipping bucket shall initiate a signal via magnetic reed switch (momentary contact closure) at 1 mm increments.
3. The tipping bucket rain gauge shall have an accuracy of +/- 3% up to 10 inches per hour.
4. The tipping bucket housing shall be constructed of aluminum, 12 inches in diameter and 24 inches high; compatible with the ALERT standpipe specification.
5. The tipping bucket housing shall include water discharge vents to drain rain water and keep out bugs.
6. The tipping bucket shall be protected from wind gusts entering the vents by baffles attached to the tipping bucket housing.
7. The tipping bucket shall require no power, and shall use magnetic switching.
8. The tipping bucket shall incorporate a leveling system, and adjustments for easy setting of calibration in the field.
9. The tipping bucket shall have non-corrosive bearings.
10. The tipping bucket shall be constructed in such a way as to resist failure attributable to extreme temperatures (i.e., freezing of water in the tipping bucket or failure of any component due to heat buildup).

	<h1 style="text-align: center;">Specifications</h1>		<b>State Procurement Office</b>  Capital Center Suite 103  15 South 15th Ave  Phoenix, AZ 85007-3223
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## WATER LEVEL GAGE/SUBMERSIBLE PRESSURE TRANSDUCER:

1. The submersible pressure transducer shall be compatible with the ALERT data transmitter, and as such, shall be supplied with the appropriate MS-type connector, an in-line desiccant chamber, 100 feet of vented signal cable and 15 feet of non-vented shielded signal cable between the desiccant chamber and the transmitter, unless other cable lengths are specified.
2. The signal cable shall be molded polyurethane sheathed cable for waterproofing and vented to the atmosphere.
3. The desiccant chamber shall be housed in a NEMA 4X enclosure which can be mounted either inside the ALERT standpipe on a hanger, or on the outside of the standpipe such that signal cable conduit can attach securely to the bottom of the enclosure.
4. The pressure transducer shall have an over-pressure rating of 4 times the rated pressure without calibration drift.
5. Operating temperatures of -20 to +80 degrees centigrade.
6. Accuracy to (+) or (-) 0.1% of full scale.
7. Includes 35 feet of cable.
8. Maximum of a (+) or (-) 0.3% total error band from -2 to +30 degrees centigrade.
9. Capable of 0.05 ft. resolution.

## REMOTE ALERT WEATHER STATION

1. ALERT weather stations shall be used by ADWR to monitor precipitation, wind run/direction, temperature, relative humidity and barometric pressure in remote locations.
2. The weather station shall be housed in a standard ALERT standpipe housing.
3. The weather station sensors shall be mounted on mast arms which can be attached to the standard ALERT standpipe housing.
4. The wind run/direction sensors shall be mounted a minimum of four (4) feet above the top of the tipping bucket top section.
5. The temperature sensor shall be supplied with a solar radiation shield.
6. The sensors shall be compatible with a standard ALERT data transmitter, and as such shall be supplied with the necessary MS-type connectors and signal cables.

## SHAFT ENCODER

1. The shaft encoder will be used by ADWR in new installations and to replace shaft encoders at existing USGS sites.
2. The shaft encoder shall provide both SDI-12 and Quadrature output.
3. The shaft encoder shall interface with both ALERT transmitters and USGS Data Control Platforms.
4. For the purposes of this bid request, the shaft encoder shall be supplied with a pulley, float and cable/weight assembly. However, ADWR may need to specify at a later date a shaft encoder which shall interface with existing USGS chart or punch tape type recorders.
5. The shaft encoder shall initiate a counter signal every 0.05' change in water surface elevation.

## RECEIVER/DECODER FOR BASE STATION:

1. Synthesized broadband receiver.
2. The receiver shall be supplied with audio cable to interface with the decoder, and interface cable between the decoder and base station computer.
3. The receiver shall have an internal speaker for local audio feedback.
4. The receiver shall have a switch for disabling the speaker.
5. The receiver shall monitor quality of valid transmission, noise ratio and loading (ratio of time).
6. The receiver shall have the ability to be powered by either 12VDC battery connected to a terminal strip or by direct 110AC cable.

## DRY GAS PRESSURE SENSOR

The dry gas pressure sensor shall be used to interface an ALERT data transmitter with existing USGS bubbler type gauges, and as such, shall be supplied with necessary connector(s), signal conversion device(s), signal cable and batteries.

1. Range 0-22 PSI (0'-50' of water)



## Specifications

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|----------------------------|--|
| 2. Temperature             | -40 to +60 degrees Celsius   |
| 3. Over Pressure           | 35 PSI   |
| 4. Resolution              | 0.0001 PSI (0.0002' of water)  |
| 5. Accuracy                | 0.1% of reading above 4.4 PSI (10' of water) PSI (0.01' water) below 4.4 PSI |
| 6. Power Supply            | 8 to 28 VDC (Reverse Polarity Protected)                                     |
| 7. Power Consumption       | 6ma standby current 56ma max in active                                       |
| 8. Mode Output             | RS-232, SDI-12 and Quadrature  |
| 9. Baud Rate               | 1200 Baud  |
| 10. Pressure Fitting       | Fitting for 1/8" OD Tubing   |
| 11. Electrical Connection: | 8-position terminal block and DB-9   |
| 12. Media Compatibility:   | Air or non-corrosive dry gas   |

#### DATA CONTROL PLATFORM (DCP)/DATA LOGGING DEVICE

1. DCP to be used by ADWR in existing USGS gauge stations. This equipment shall replace older DCPs currently in use by the USGS if necessary.
2. DCP shall be compatible with existing USGS equipment, and shall meet USGS requirements.
3. DCP shall be battery operated, 12VDC.
4. DCP shall be equipped with a GOES compatible radio.
5. DCP shall have terminal strip with SDI-12, counter (quadrature), frequency, and analog inputs such as pressure transducers and dry gas pressure sensors, and external 12VDC power connection.
6. DCP shall have 9-pin SDI-12 port, and RS-232 I/O Port for monitoring channels, retrieving data and for programming the unit.
7. DCP shall be programmable from an integral keypad and display, or via the RS-232 port using a laptop computer.
8. DCP shall have an internal solar panel battery regulator to support large solar panels up to 1.5 amps.
9. DCP shall be housed in a NEMA 4 enclosure.
10. DCP shall have low standby power consumption, less than 500 uA
11. DCP shall have 124K RAM.





# Specifications

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### Standpipe / Flood Warning Stations

#### 1. Precipitation:

##### Standpipes:

- \* \_\_\_\_\_gauge aluminum tube
- \* 12 inches in diameter
- \* 10 or 12 foot in length (\*depending on site requirements)
- \* Weather proof locking access door (to enable removing of transmitter and other devices)
- \* Waterproof
- \* Side mounted antenna mast (two, but no more than four inches from tube)
- \* Tube of antenna mast to be a minimum of five feet above the top of standpipe, with a diameter to accommodate either an omni or directional antenna.
- Antenna mast to be hollow for channeling of cables from antenna, solar panel, and any other devices that are mounted to the mast.
- \* Full length antenna mast may be substituted (anchored into a collar that's concreted and supported by the antenna mount, continuing to proper height for antenna. This design must be approved by ADWR).
- \* Mast mount is to be attached to the standpipe in a secure manner, with non corrosive devices, to withstand the elements of nature, and to channel the cabling from the mast into the standpipe.
- \* Mast must be mounted on the southern side of standpipe, for solar panel exposure and to keep that panel away from the tipping bucket orifice.
- \* Standpipe and mast to be either primed and painted, or powder coated except for the bottom two feet of standpipe, which remains bare aluminum.
- \* Standpipe must be grounded with a solid core copper rod (8 feet in length) installed in one piece or networked in rocky conditions. Rod is to be attached to a polyphaser style device, using solid copper wire. Antenna cable must enter and exit the polyphaser style device before continuing to transmitter.

##### Solar Panel:

- \* Minimum of 12 volt, 80 milliamps
- \* Must have antenna mast mounting bracket
- \* Must have minimum of 18 feet shielded cable terminating with a military spec cannon plug, with a blocking diode on the positive lead in the cannon plug

##### Antenna:

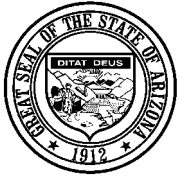
- \* To be determined by each site requirement
- \* Antenna styles;
  - \* No gain omni
  - \* 3 db gain omni
  - \* 3.5 db gain directional
  - \* 7.5 db gain directional
- \* Must terminate with UHF connector
- \* Antenna cable to be minimum RG8 (copper on copper) with UHF on antenna end and UHF entering and exiting from the polyphaser style device, and BNC terminating on the transmitter end.

#### 2. Repeaters:

##### Standpipe:

- \* 12 feet in length
- \* Same specifications as the precipitation gauge except for the antenna mast;
  - \* Mast to be anchored into concrete with a collar (to remove mast for repairs)
- \* Piping to be a minimum of 1 1/2 inch in diameter
- \* Mast length to be a minimum of 20 feet with one foot inside of collar in concrete and supported by mast housing.

##### Antennas



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For Repeaters: \* In addition to antennas used in the precipitation gauges, the 9db dipole may be used.

Solar Panel: \* Minimum of 12 volt, 5 watt output  
\* Blocking diode in cannon plug  
\* Minimum 20 feet shielded cable from panel  
\* Mounting bracket to attach to mast piping

### 3. Packaging:

Standpipe: Standpipe shall be protected from shipping damage. Accessory items shall be packaged separately.



# Price Sheet

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### For the goods and/or services specified herein, the following apply:

- Delivery is promised within 30-45 calendar days after receipt of an order. (Refer to Special Terms and Conditions for delivery requirements.)
- If payment is made within thirty (30) calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by 0%. (Refer to Uniform Instructions To Offerors for discount requirements.)
- Sales Tax Percent: 0%. (See Uniform Instructions to Offerors, paragraph 7.)

**NOTICE:** The contractor acknowledges that all products delivered and all services rendered under any contract resulting from this solicitation shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. The vendor further acknowledges that the defense of *force majeure* shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.

LINE NO.	COMMODITY DESCRIPTION	QNTY	U/M	UNIT PRICE	EXTENDED PRICE
1400	<b>135100 - Discount/Catalog</b>  <b>Prices offered on bid are based on 10 % off Manufacturer's Domestic Price List, Dated 02/01/2001.</b>  <b>Items not specifically listed in this bid may be purchased from the contractor at the discount indicated above using the referenced price list.</b>  <b>Catalog Discount: 0.0</b>			<b>0.00</b>	



# Contract Amendment

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AMENDMENT NO.: 1

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## State Procurement Office

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### AGENCY:

Any Eligible Agency

, -

**AGENCY CONTACT:** Pete Mahnke

**TELEPHONE NO.:** (602) 542-9121

### VENDOR:

HydroLynx Systems. Inc.

3325 Sunrise Blvd., Suite 3

Rancho Cordova, CA 95742-

**VENDOR CONTACT:** Kimberly A. Blair

**TELEPHONE NO.:** (916) 852-9174

## Flood Warning Equipment

### THE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

In accordance with Contract Terms and Conditions, paragraph entitled “**Contract Extension**,” the above referenced contract is hereby extended from June 1, 2002 through May 31, 2002.

All other terms and conditions remain the same.

### ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

VENDOR HEREBY ACKNOWLEDGES RECEIPT AND  
UNDERSTANDING OF THE ABOVE AMENDMENT.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TYPED NAME AND TITLE

THE ABOVE REFERENCED CONTRACT AMENDMENT IS  
HEREBY EXECUTED THIS DATE BY THE STATE.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Rex L. Martin, CPPB, Unit Manager**

\_\_\_\_\_  
TYPED NAME AND TITLE



# Contract Amendment

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AMENDMENT NO.: 2

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**AGENCY:**

Any Eligible Agency

, -

**VENDOR:**

HydroLynx Systems. Inc.  
950 Riverside Parkway  
Suite 10  
West Scaramento, CA 95605

**AGENCY CONTACT:** Pete Mahnke

**TELEPHONE NO.:** (602) 542-9121

**VENDOR CONTACT:** Kimberly A. Blair

**TELEPHONE NO.:** (916) 374-1800

**FAX NO.:** (916) 374-1877

**THE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:**

## Flood Warning Equipment

In accordance with Contract Terms and Conditions, paragraph entitled “**Contract Extension**,” the above referenced contract is hereby extended from June 1, 2003 through May 31, 2004.

All other terms and conditions remain the same.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.**

VENDOR HEREBY ACKNOWLEDGES RECEIPT AND  
UNDERSTANDING OF THE ABOVE AMENDMENT.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TYPED NAME AND TITLE

THE ABOVE REFERENCED CONTRACT AMENDMENT IS  
HEREBY EXECUTED THIS DATE BY THE STATE.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Rex L. Martin, CPPB, Unit Manager**

\_\_\_\_\_  
TYPED NAME AND TITLE

# **End of Contract AD010218-002 Document**

# **End of Contract AD010218-002 Document**